



ORIGINAL

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**Judge Berman**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
CENTRAMET TRADING S.A.,

Plaintiff,

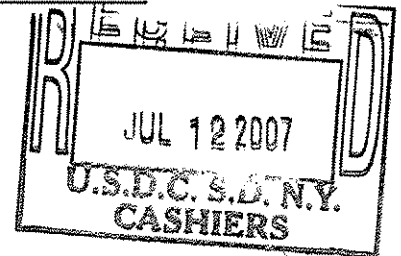
- against -

EGYPTIAN AMERICAN STEEL ROLLING  
COMPANY,

Defendant,

07 CV **07 CIV 6379**

VERIFIED COMPLAINT



Plaintiff CENTRAMET TRADING S.A., ("Centramet") by and through its attorneys,  
Watson, Farley & Williams (New York) LLP, as and for its Verified Complaint against  
Defendant EGYPTIAN AMERICAN STEEL ROLLING COMPANY ("EASR"), alleges upon  
information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Federal Rule of Civil Procedure ("F.R.Civ.P.") Rule 9(h) and 28 U.S.C. § 1333.
2. At all time relevant to this action, Plaintiff Centramet was, and still is, a foreign corporation duly organized and operating under the laws of Switzerland, with a place of business in Geneva, Switzerland.
3. Pursuant to a voyage charter party between non-party Nautilus Denizcilik San.ve Tic LTD.STI as owner and Plaintiff Centramet as voyage charterer, dated June 16, 2006, (the "Voyage Charter"), Plaintiff Centramet chartered M/V MERVE A for a voyage from Novorossiysk, Russia, to Alexandria, Egypt.
4. The Voyage Charter provides for English Law and calls for arbitration in London,

England.

5. Plaintiff Centramet transported approximately 9,274.897 metric tons of scrap metal (the "Cargo") belonging to Defendant EASR aboard M/V MERVE A pursuant to three (3) CONGENBILL negotiable bills of lading (the "Bills of Lading").

6. The Bills of Lading incorporated the terms of the Voyage Charter.

7. Defendant EASR purchased the Cargo from non-party GST Commodities Trading Company ("GST") pursuant to a sales contract numbered GB001 (the "Sales Contract").

8. The Sales Contract expressly provided that EASR was required to pay demurrage<sup>1</sup> pursuant to the Voyage Charter.

9. The Sales Contract provides for English Law and calls for arbitration in London, England.

10. To avoid any doubt, GST has also assigned its claim for demurrage, to the extent it has one, to Plaintiff Centramet pursuant to an assignment dated April 28, 2007.

11. On or about July 20, 2006, M/V MERVE A arrived at Novorossiysk, Russia, to load the Cargo.

12. On or about August 6, 2006, M/V MERVE A arrived at Alexandria, Egypt to discharge the cargo pursuant to the Voyage Charter, Bills of Lading, and the Sales Contract.

13. Due to the failure of Defendant EASR to produce an original bill of lading, M/V MERVE A could not be immediately discharged and significant demurrage accrued.

14. Due to the failure of Defendant EASR to properly arrange discharge, including the availability of discharge personnel and equipment, the physical operation of discharging the Cargo was delayed.

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<sup>1</sup> Demurrage is the time used for loading or discharging cargo beyond the time provided for such operations in the charter (called "laytime").

15. In total, Defendant EASR is responsible for approximately 53 days of demurrage charges for M/V MERVE A, totaling \$276,229.75.

16. Defendant EASR is also responsible for a further \$18,323.00 in charges related to the excessive period spent at Alexandria, Egypt, during discharge operations.

17. Though demanded of Defendant EASR, no portion of the sum due under the Voyage Charter and Sales Contract has been paid.

18. Plaintiff Centramet has or will commence London arbitration against Defendant EASR on this claim.

19. Interest, costs and attorney's fees are routinely awarded to the prevailing party in London arbitration proceedings conducted under English law. As best as can be estimated, Plaintiff Centramet expects to recover the following amounts in the London Arbitration:

a. Unpaid demurrage	\$276,229.75
b. Local charges	\$18,323.00
c. 3 years interest at 8.5%	\$81,676.26
d. Arbitration costs	\$40,000.00
e. <u>Attorney's fees</u>	<u>\$50,000.00</u>
Total	\$466,229.01

20. The Defendant cannot be found within this District within the meaning of F.R.Civ.P. Rule B of the Supplemental Rules for Admiralty and Maritime Claims but, upon information and belief, Defendant has or will have during the pendency of this action, ASSETS within this District and subject to the jurisdiction of this Court, held in the hands of garnishees, including but limited to ABN Amro, American Express Bank, Atlantic Bank of New York, Ban of America, BNP Paribas, Citibank, Deutsche Bank Trust Co., HSBC, HSBC USA Bank NA,

JPMorgan Chase Bank, Standard Chartered Bank, The Bank of New York, and/or Wachovia Bank (the "Garnishees") which are believed to be sent by or owing to Defendant EASR.

21. Plaintiff Centramet seeks an Order for this Court directing the Clerk of the Court to issue Process of Maritime Attachment and Garnishment pursuant to F.R.Civ.P. Rule B attaching any and all assets of Defendant up to the amount of \$466,229.01 held by the aforesaid garnishees for the purpose of obtaining personal jurisdiction over Defendant and to secure Plaintiff's claim as described above.

WHEREFORE, Plaintiff Centramet prays:

- a. That process in due form of law issue against Defendant Centramet, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;
- b. That, since Defendant cannot be found within the S.D.N.Y. pursuant to F.R.Civ.P. Rule B, this Court issue an Order directing the Clerk of the Court to issue Process of Maritime Attachment and Garnishment pursuant to F.R.Civ.P. Rule B attaching all property, tangible or intangible, in whatever form or any other funds held by any of the Garnishees, which are sent by or due and owing to Defendant in the amount of \$466,229.01 to secure Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and, pursuant to F.R.Civ.P. Rule B and E, Answer the matters alleged in the Verified Complaint;
- c. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof; and
- d. That Plaintiff Centramet has such other, further and different relief as the Court may deem just and proper.

Dated: New York, New York  
July 12, 2007

WATSON, FARLEY & WILLIAMS (NEW YORK) LLP

By: 

Alfred E. Yudes (AEY-4152)  
Neil A. Quartaro (NAQ-9640)  
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Tel: (212) 922-2200  
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STATE OF NEW YORK     )  
                                      ) ss:  
COUNTY OF NEW YORK    )

NEIL A. QUARTARO, being duly sworn, deposes and says:

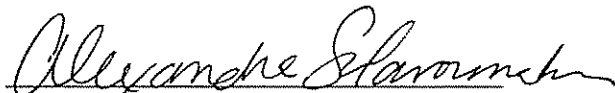
I am an attorney with the law firm of Watson, Farley & Williams (New York) LLP, counsel for the Plaintiff CENTRAMET TRADING S.A., ("Centramet") herein and I have read the foregoing Verified Complaint and know the contents thereof and that same are true to my own knowledge, except to matters herein stated to alleged on information and belief, and as to those matters I believe them to be true.

The source of my information is documents, records and other information submitted to me by, or on behalf of, the Plaintiff.

This verification is made by me because Plaintiff is a foreign corporation.

  
\_\_\_\_\_  
Neil A. Quartaro

Sworn to before me  
this day of 12 July 2007

  
\_\_\_\_\_  
Notary Public

ALEXANDRA SKLAVOUNAKIS  
Notary Public, State of New York  
No. 01SK5018961  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires Oct. 12, 2007